

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

KEOLIS TRANSIT AMERICA, INC.

and

Case 32-CA-261951

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 533**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters Local 533 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Keolis Transit America, Inc. (Respondent) has violated the Act as described below.

1.

The charge in this matter was filed by the Union on June 21, 2020, and a copy was served on Respondent by U.S. mail on June 22, 2020.

2.

(a) At all material times, Respondent has been a Delaware corporation which manages transit and rail operations throughout the United States, with an office and place of business in Reno, Nevada.

(b) In conducting its operations during the 12-month period ending September 30, 2020, Respondent derived gross revenues in excess of \$250,000.

(c) In conducting its operations during the 12-month period ending September 30, 2020, Respondent purchased and received at its Reno, Nevada facility products, goods and materials valued in excess of \$5,000 directly from points outside the State of Nevada.

3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

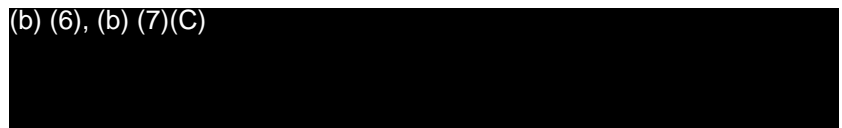
4.

At all material times, the Union has been a labor organization with the meaning of Section 2(5) of the Act.

5.

(a) At all material times, the following individuals held the positions set forth opposite their respective names have been agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



6.

(a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act

All full-time and regular part-time Driver/Operators, Customer Service Representatives, Dispatchers, Maintenance Admin Asst, Parts Clerk, A Mechanic, B Mechanic, C Mechanic, Utility, Facility Tech and Body Tech employed by Respondent at its Reno, Nevada facilities, excluding all other employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

(b) Since about June 11, 2019, and at all material times, Respondent has voluntarily recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in an agreement signed by Respondent on June 11, 2019.

(c) At all times since June 11, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7.

(a) About (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) notified the Union, by email, that Respondent planned to utilize a (b) (6), (b) (7)(C) worker to replace a Unit employee who would be out on (b) (6), (b) (7)(C) for approximately (b) (6), (b) (7)(C) weeks commencing (b) (6), (b) (7)(C) 2020.

(b) On (b) (6), (b) (7)(C), 2020, by email, the Union requested that Respondent provide “the actual start date along with a name, address and phone number of the (b) (6), (b) (7)(C) employee” and “an end date when that happens.” (“(b) (6), (b) (7)(C) Employee Information”)

(c) On (b) (6), (b) (7)(C) 2020, Respondent, by (b) (6), (b) (7)(C) responded by email that “as soon as I get this person lined up I will pass along the information.”

(d) The (b) (6), (b) (7)(C) Employee Information as described above in paragraph 7(b) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(e) Since about (b) (6), (b) (7)(C), 2020, Respondent, has failed and refused to furnish the Union with the (b) (6), (b) (7)(C) Employee Information it requested as described above in paragraph 7(b) and/or otherwise failed to respond to the Union's (b) (6), (b) (7)(C) Employee Information request.

(f) Since about (b) (6), (b) (7)(C), 2020, to the present, Respondent has unreasonably delayed in furnishing the Union with the (b) (6), (b) (7)(C) Employee Information or otherwise responding to the Union's request for (b) (6), (b) (7)(C) Employee Information as described above in paragraph 7(b).

8.

By the conduct described above in paragraphs 7(e) and 7(f), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

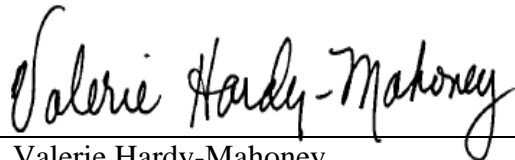
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be E-filed and **received by this office on or before October 19, 2020**. Respondent must serve a copy of the answer on each of the other parties. The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the

other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on December 17, 2020, at 9:00 a.m., and in a manner (Zoom video conference) to be determined at a later time, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED AT Oakland, California this 5th day of October 2020.

A handwritten signature in black ink that reads "Valerie Hardy-Mahoney". The signature is written in a cursive, flowing style. Below the signature is a solid horizontal line.

Valerie Hardy-Mahoney
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 300N
Oakland, CA 94612-5224

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case 32-CA-261951

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request;

and

- (5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)
Keolis Transit America
2050 Villanova Drive
Reno, NV 89502

Arturo Ross, Esq.
Akerman, LLP
98 SE 7th Street, Suite 1100
Miami, FL 33131

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Teamsters, Local 533
1190 Selmi Drive, Suite 100
Reno, NV 89512

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Akerman LLP
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Chicago, IL 60606

Matthew J. Gauger, Esq.
Weinberg, Roger, & Rosenfeld
431 I Street, Suite 202
Sacramento, CA 95814

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Keolis Transit America

Cases 32-CA-261951;
32-CA-263480

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all locations where the Charged Party normally posts notices to employees at 2050 Villanova Drive, Reno, Nevada 89502. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other case, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____X_____ No _____

Initials

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Consolidated Complaint that includes the allegations in Case 32-CA-263480 and the allegations in the Complaint that issued in Case 32-CA-261951 on October 5, 2020.

Charged Party Keolis Transit America		Charging Party Teamsters Local 533	
By:	Name and Title	Date	
/s/Amy Moor Gaylord		10/16/20	
<hr/> Print Name and Title below Amy Moor Gaylord Attorney for Charged Party		<hr/> Print Name and Title below	
Recommended By:	Date	Approved By:	Date
/s/Lelia Gomez by clv	10/27/20	/s/ Valerie Hardy-Mahoney	10/28/20
LELIA M. GOMEZ		VALERIE HARDY-MAHONEY	
Field Attorney		Regional Director, Region 32	

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT fail and refuse to bargain with the Teamsters Local 533 (Union), the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following Unit:

All employees covered by our most recent collective-bargaining agreement with the Union dated July 1, 2017 through June 30, 2021.

WE WILL NOT fail and refuse to provide, and/or delay in providing, the Union with information that is relevant and necessary to its role as your bargaining representative, including failing to provide the information requested by the Union via email on May 26, 2020, which is necessary for processing a grievance, as well as five categories of information it requested via email on July 16, 2020, regarding unit employees' health and safety concerns due to the COVID-19 pandemic.

WE WILL NOT unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL timely provide the Union with the information it requested on May 26, 2020.

WE WILL timely provide the Union with the five categories of information it requested on July 16, 2020, regarding unit employees' health and safety concerns due to the COVID-19 pandemic.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Keolis Transit America

(Employer)

Dated: _____

By: _____
(Representative) (Title)

AMG

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

1301 Clay St Ste 300N
Oakland, CA 94612-5224

Telephone: (510)637-3300
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nrlb.gov.

AMG